

85-

MEMORANDUM OF AGREEMENT between the Marlborough Electric Company, hereinafter called the party of the first part and the Town of Southborough, acting by its Selectmen thereunto duly authorized hereinafter called the party of the second part,

W I T N E S S E T H :

This contract relates to electric lighting service for the streets of the party of the second part and for its public buildings and the houses of its inhabitants, and is to continue for the term of two years from the date hereof.

The party of the first part in consideration of the location this day granted it by the party of the second part agrees to furnish to the party of the second part five (5) incandescent electric lights for street lighting of twenty-five (25) candle power each, and to erect and suitably equip and light the same as hereinafter provided in such places as the Selectmen of the party of the second part shall direct, and to maintain the same during the term of this contract in good order and condition free from any charge or expense to the party of the second part. And the party of the first part further agrees to furnish and maintain as many more lights of the same power and kind as may be required by the Selectmen of the party of the second part from time to time and to light the same from one-half ( $\frac{1}{2}$ ) hour after sunset to one (1) o'clock A. M. during every day of the term of this contract except three (3) days in each calendar month when such light shall be unnecessary because of moonlight between the hours aforesaid.

The party of the first part further agreeesthat it will

furnish and maintain free of expense to the party of the second part all construction work, lamps, wires, poles, fixtures, and apparatus required for said service and for renewals, extensions and breakage of the same, and for all changes of light deemed necessary by the Board of Selectmen in connection with street alterations and improvements, and when occasioned by any order passed by said Board of Selectmen under Section 3, Chapter 109 Public Statutes and Acts in amendment and addition thereto,

Provided that when a change of location of light is ordered not in connection with street alterations or improvements, nor under said section or its amendments or additions but solely on account of unsatisfactory service by reason of its position, the party of the second part shall bear the reasonable expense of making such change.

The party of the first part further agrees that in consideration of said location and the award of this contract it will indemnify and save harmless said party of the second part from any and all loss, damages, costs, and expenses incurred by said party of the second part by reason of any injuries to persons or property arising from the construction, maintenance, and operation of the poles, wires, plant, apparatus, appliances, fixtures and lights of the party of the first part.

The party of the second part hereby agrees to pay for each light furnished as above, except the five (5) lights as mentioned herein, the sum of fifteen and seventy-seven one hundredths dollars (\$15.77) per annum, one-twelfth (1/12) of said sum to be

paid each month on the regular monthly pay day at the office of the treasurer of the party of the second part upon presentation on or before the first day of every such month of a bill for such proportionate amount by the party of the first part.

The party of the first part hereby further agrees that it will furnish electric light for use in the schools and public buildings and for all individuals at the following prices:-

Twenty cents (20¢) per one thousand (1,000) watt hours by meter with the following discounts, providing bills are paid on the first regular pay day following the rendering of the bills.

For each building minimum monthly charge \$1.00,  
Under \$2.00 per month no discount,  
From \$2.00 to \$20.00 per month 10%,  
From \$20.00 to \$35.00 per month 20%,  
\$35.00 and over per month 25%.

In such service said party of the first part agrees to furnish all meters, transformers, and all apparatus from its lines to the cut out. All installations of plain lamps and renewals to be furnished by it free of charge, the lamps renewed to be returned to the Company, the extra cost of frosted or colored lamps to be paid for by the party desiring the same.

IN WITNESS WHEREOF, the Marlborough Electric Company has caused these presents to be executed by its *President* thereunto duly authorized, and the Town of Southborough has caused these presents to be executed in its behalf by its *Selectmen* thereunto duly authorized.

*Town of Southboro*  
by: *Francis Newton* } *Selectmen*  
*Chas. F. Chaz Jr*  
*Chas. L. Fairbanks*

*Dec 15. 1900.*

3.

Marlborough Electric Company  
*Loren Amotk* President



An agreement made this fourteenth day of April A. D. 1904 between the Marlborough Electric Company, its successors and assigns, hereinafter called the party of the first part, and the Town of Southborough, acting by its Selectmen thereunto duly authorized, hereinafter called the party of the second part,

WITNESSETH:- This contract relates to electric lighting service for the streets of the party of the second part and is to continue for the term of five (5) years from the first day of April, A. D. 1904.

The party of the first part, in consideration of the locations which have been, and may be, granted it by the party of the second part agrees to furnish to the party of the second part five (5) incandescent lights for street lighting of twenty-five (25) candle power each, and to erect and suitably equip and light the same, as hereinafter provided, in such places as the Selectmen of the party of the second part shall direct, and to maintain the same during the term of this contract in good order and condition free from any charge or expense to the party of the second part.

The party of the second part agrees to maintain not less than twenty (20) incandescent lights of the same power and kind in the village of Fayville during the term of this contract.

The party of the first part further agrees to furnish and maintain as many more lights of the same power and kind as may be required by the Selectmen of the party of the second part from time to time and to light the same from one-half (1/2) hour after sunset to one (1) o'clock A. M. during every day of the term of this contract except thirty-six (36) days in each contract year when such light shall be unnecessary because of moonlight between the hours aforesaid, the said thirty-six (36) days on which no lights are furnished to be such days as shall be designated

or approved by the Chairman of the Board of Selectmen of the party of the second part.

The party of the first part further agrees that it will furnish and maintain free of expense to the party of the second part all construction work, lamps, wires, poles, fixtures and apparatus required for said service and for renewals, extensions and breakage of the same, and for all changes of light deemed necessary by the Board of Selectmen in connection with street alterations and improvements, and when occasioned by any order passed by said Board of Selectmen under Chapter 237 of the Acts and Resolves of the year 1903 and Acts in amendment and addition thereto. Provided, that when a change of location of light is ordered not in connection with street alterations or improvements, nor under said Chapter, or its amendments or additions, but solely on account of unsatisfactory service by reason of its position, the party of the second part shall bear the reasonable expense of making such change.

The party of the first part further agrees that in consideration of the award of this contract it will indemnify and save harmless said party of the second part from any and all loss, damages, costs and expenses incurred by said party of the second part by reason of any injuries to persons or property arising from the construction, maintenance and operation of the poles, wires, plant, apparatus, appliances, fixtures and lights of the party of the first part.

The party of the first part further agrees that all said street lights are guaranteed to be operated at at least twenty-five (25) candle power when originally installed, and the candle power shall not decrease more than twenty (20) per cent of the original candle power after four hundred (400) hours actual use. Tests of any of said street lights may be ordered by the Selectmen at any time and if such tests

shall prove the lamp or lamps to be below the requirements then the expense of the test shall be borne by the party of the first part and a new lamp of the proper candle power installed immediately, but should the test prove the lamp or lamps to be within the requirements, then the expense shall be borne by the party of the second part.

The party of the second part hereby agrees to pay for each light furnished as above, except the five (5) lights as mentioned herein, in the Town of Southborough the sum of FIFTEEN 75/100 Dollars (\$ 15.75) per annum and in the village of Fayville the sum of EIGHTEEN Dollars (\$ 18.--) per annum, one twelfth (1/12) of said sum to be paid each month on the regular monthly pay-day at the office of the Treasurer of the party of the second part upon presentation on or before the first day of every such month of a bill for such proportionate amount by the party of the first part.

It is understood and agreed that, for the purposes of this contract, the division line between the Town of Southborough and the village of Fayville shall be at the east end of the causeway on the Fayville Road and at the bridge over the N. Y. N. H. & H. R. R. Co. tracks on the road from the Fayville Road to White's Corner.

In witness whereof, the Marlborough Electric Company, by its Pres-

ident and Treasurer, thereunto duly authorized, have signed these presents and the Selectmen of the Town of Southborough, thereunto duly authorized, have likewise signed the same in behalf of said Town, and to another instrument of like tenor, the day and year first above written.

MARLBOROUGH ELECTRIC COMPANY,

by Loren Arnold President.

Clifton Blisell Treasurer.

Cras L. Fairbanks }  
Edward C. Chase }  
John J. Henderson }  
SELECTMEN  
of the  
TOWN  
of  
SOUTHBOROUGH.



1900 - 1904

Marlboro - Electric

1900 - 1904

MARLBOROUGH ELECTRIC CO.  
MARLBOROUGH, MASS.  
OFFICE AND SHOW ROOM  
139 MAIN STREET  
C. S. DAVIS, SUPERINTENDENT

Feb. 13, 1909.

Mr. Francis D. Newton, Chairman,  
Southboro, Mass.

Dear Sir:-

Enclosed please find a list of the street lights which we operate in Southboro, Fayville, Southville and Cordaville.

We have numbered all these street lights with a zinc tag the same as given on the enclosed list.

We have experienced more or less trouble in the past by people when reporting street lights out, of not stating definitely where the light was located, and we would request that in reporting street lights out in the future, you would report by numbers as given on this list. This will facilitate our knowing just what light is referred to, in making repairs.

If you see any mistake or omissions in this list, we would consider it a favor if you would communicate with us, and we will make whatever corrections are necessary.

Trusting this will be satisfactory, we remain,

Very truly yours,

Marlborough Electric Co.,

By

*C. S. Davis*  
Supt.

List of incandescent street lights-40 C.P. Tungsten.

Southborough, Mass.

Westboro Road.

Main St. 1575

- 1 Front of T. P. Lindsey's res.
- 2 Front of L. W. Newton's res.
- 3 Near Chas. Johnson's res.
- 4 Front of Jas. Johnson's cottage.
- 5 Cor. Main St. and Westboro road.

Main St.

- 6 Front of Newell Bent's res.
- 7 West of C. F. Leland's driveway.
- 8 At. C. F. Leland's driveway.
- 9 West of A. T. Burnett's driveway.
- 10 At J. T. Burnett's driveway.
- 11 East of J. T. Burnett's driveway.
- 12 Front of Thos. Waldron's res.
- 13 G. P. Gardner's res.
- 14 C. F. Choate's res.
- 15 Near hot houses corner of road to Deerfoot Farm.
- 16 Front of Robert Burnett's res.
- 17 Cor. Main St. & Southville road.
- 18 West of C. A. Kidder's driveway.
- 19 Opp. C. A. Kidder's driveway.
- 20 Front of J. F. Gibron Res.
- 21 Front of Mrs. Hyde's res.
- 22 Front of A. Marshall's res.
- 23 Front of Centre Store.
- 24 Near watering trough.
- 25 Cor. Main St. & Middle Road.
- 26 Front Chas. Fairbank's res.
- 27 Corner of Main St. & Cordaville road.
- 28 Front of Mr. White's res.
- 29 Front of Dr. Shaw's res.
- 30 Near C. L. Hawkin's res.
- 31 Near the Buck Estate.
- 32 Corner of Main & Taylor Sts.
- 33 Front of E. C. Ward's Store.

7 lights add. Apr 1911

E. Main St. Brigham St

3 lights n n n

- 34 Front of J. Peal's res.
- 35 Front of Patrick Buckley's res.
- 36 Front of S. H. Howes Res.
- 37 East of S. H. Howes res.

Road to Fayville.

Newton St.

- 38 Deerfoot Creamery.
- 39 North of Andrews' blk.
- 40 Front of E. Mattioli's res.
- 41 Front of John Sealy's res.
- 42 At John Sealey's shop.

On Cross St. 1 light add Apr 1911

## Road to Fayville-Continued.

Boston Road.

43 Front of John Salmon's res.  
 44 Front of R. W. Schnare's ~~pharmacy~~ store.  
 45 Near C. B. Sawin's Mill.  
 46 Front of Mr. Hermon's house.  
 47 Front of Catholic Church.  
 48 Front of Mr. Bagley's res.  
 49 Front of Mr. Majey's res.  
 50 West end of causeway.  
 51 Center of causeway.  
 52 Center of Causeway-East.

Flag District. Deerfoot Road. 1575

53 Near Causeway.  
 54 At Robert Burnett's driveway.  
 55 Front of Mr. Jaquith's res.  
 56 South of " "  
 57 Front of Deerfoot Farm House.  
 58 " " " " Cottages.  
 59 First South of Deerfoot Farm.  
 60 Junction of Southville road.  
 61 Near Mrs. O'Brien's res.

Middle Road. So end.

62 Front of M. J. McCarthy's res.  
 63 Front of Mr. Simpson's res.  
 64 Near Mr. Neary's res.

Newton Road. Latsquama Road.

65 At H. A. McMaster's driveway.  
 66 Noth of Mr. Caldwell's res.  
 67 At. Geo. Gardner's farm.  
 68 Newton Road opp. Dr. Bacon's.

Taylor St. School St

69 Front of Mrs. Taylor's Estate.  
 70 Front of I. M. Drew's Res.  
 71 Near St. Mark's driveway.  
 72 Front of Parish Rooms.  
 73 Front of Pilgrim Cong'1 Church.

St Marks St.

74 Near Pilgrim Cong'1 Church.  
 75 Near C. L. Hawkin's Stable.

Common St.  
Rear of Main St.

Road to White's Corner.

White Bagby St

76 Front of Mr. McCarthy's res.  
 78 Newton St. near Patrick Salmon's house. Latsquama Rd.

## List of incandescent street lights-40 C. P. Tungsten.

Fayville, Mass.

Central St.

77 East end of Causeway. Framingham Rd. 18.00

79 Near Mr. Allen's res. " "

80 In front of Mr. Allen's res. Central St.

81 Front of Mr. Uhlman's res.

82 Near Mr. Ediing's res. C. Dee.

83 Front of Chas. Wood res.

84 Front of F. D. Newton's res.

85 Near N. Y. N. H. & H. Station.

86 Central & Grove Sts.

87 Central & Cherry Sts.

88 Front of Mr. Quigley's res.

89 Front of C. L. Paine res. Oak Hill Rd.

90 Front of School house.

91 Corner of Central & Maple Sts.

92 Front of H. Spicer's res.

93 Front of P. A. Smith's res.

94 South end of lines.

Cherry St.

95 Opp. P. Biami's res.

96 Front of Francis Wright's res.

Worcester St.

Tompson Rd.

97 Opp. Mr. Slawson's res.

98 Near Miss Helen Hunting's res.

99 Opp. the Newton Estate.

100 Opp. J. H. Tuttle's Store.

101 Front of Geo. Miller's res.

102 Corner of Worcester St. & Cordaville Rd.

103 Front of Francis Wright's Store.

Maple St.

104 Front of John Corcoran's res.

Winter St.

105 Near A. Gilmore's res.

106 Front of the Brigham Cottages.

107 Corner Winter & Summer Sts.

Cordaville Rd.

Woodland Rd.

108 Front of Mr. Davis' Cottage.

109 Front of Hobby's res.

110 At Hillside Farm.

Add. 19 lights Apr 1911

## Cordaville Street Lights.

Cordaville Road from Southboro.

111 Corner of Cordaville Road & Fayville.  
 112 First from Cordaville Road.  
 113 Near Mr. Cumming's res.  
 114 Near E. L. Mitchell's res. Off Cordaville Rd. on side st.  
 115 Near Jeremiah Collins.  
 116 Corner of Cordaville & Ashland Roads.

## mCottage Street.

117 Near Mr. Moran's res.  
 118 Near Honry Ladd's res.  
 119 Corner of Cottage St. & Cordaville Rd.

Ashland Road. *Southboro Rd.*

120 Last one on Ashland Road.  
 121 Near C. B. Jones's res.  
 122 Near Thos. Fitzgerald's res.  
 123 Near Mr. Wyckstrom's res.  
 124 Near Ashland Road & Cedar St.  
 125 Cedar St. near R. R. bridge.  
 126 Last light on Cedar St.

## On Southboro Road going from Cordaville to Southboro.

127 Near the lock-up.  
 128 First one from the lock-up.  
 129 Second one from the lock-up.  
 130 Near the Catholic Church.  
 131 In front of School-House.

Back Road to Southville. *Highland Rd.*

132 Near the School-House.  
 133 First from the Catholic Church.  
 134 In Front of D. F. Kelley's res.  
 135 Near D. F. Kelley's res.

Southville Street Lights. *Southboro Rd.*

136 Cordaville Rd., 3rd from the Catholic Church.  
 137 Near Mr. S. A. Randall's res.  
 138 Near B. W. Salisbury's res.  
 139 In front of Congregational Church.  
 140 Near Lincoln St.

## Hopkinton Road.

141 Near the R. R. Bridge.  
 142 First from R. R. bridge.  
 143 Last one on the road.

## Southville Back Road Going Toward Cordaville.

144 Back of Congregational Church.  
 145 Cordaville back road and Pleasant Ave.  
 146 Near Wm. Halgerton's res.

147 First from the School House.

148 1st on Pleasant Ave.

Westboro Road from Lincoln's Store. *Southville*

149 Near F. A. Dorr's res.

150 Near Mr. Edward S. Towne's res.

151 In front of Mrs. S. C. Sears Res.

152 In Front of F. Andrews' res.

153 Near W. H. DeFrere's res.

154 The last one on Westboro Road.

Parkerville Rd  
Southville Road going to Southboro.

155 In front of S. R. Jones' res.

156 Near F. R. Prentiss' res.

157 In front of School House.

158 Near E. C. Hodge's res.

159 Near Mr. Deming's res.

160 Near Mr. F. Skinner's res.

161 Near Mr. H. W. Jones res.

162 Near Mr. A. Nichol's res.

163 First from A. Nichol's res.

164 Corner Southville &amp; Parkerville Roads.

165 First fro Parkerville Road.

166 The last one on Southville Road.

Parkerville Road. *Hidden Rd*

167 Near F. P. Ellison's res.

168 Corner Framingham &amp; Westboro Roads.

New St. Lights in Southboro-40 C.P. Tungstens.

Marlboro Road.

1573

- 171 Near A. J. Newton's house.
- 172 Near the bridge.
- 173 First one from the bridge going towards Southboro.
- 174 In front of A. W. Hosmer's house.
- 175 Cor. back road to St. Marks School.
- 176 Near back road to St. Marks School.
- 177 In front of watering tank at St. Marks School.
- 178 Near the swimming pool of St. Marks School.
- 179 Near the first driveway going towards Southboro at St. Marks.
- 180 Near the second " of St. Marks School.
- 181 In front of St. Marks School.
- 182 Near the ball ground at St. Marks School.
- 183 Near the house of Charles Misener. Library.

Framingham Road.

1574

- 184 1st light on this road.
- 185 Cor. of Read to Fayville Newton St.
- 186 Near A. W. Fitzgerald's farm.
- 187 1st light east of Fitzgerald's farm.
- 188 1st light west of Henry Potter's house.
- 189 In front of Wm. Colleary's house.
- 190 1st light east of Wm. Colleary's house.
- 191 Near S. Butler's driveway.
- 192 Last one on this road near McMunn res.

Flagg St. Rd.

1575

- 193 1st one on this road.
- 194 2nd light on this road.
- 195 In front of E. C. Wells.
- 196 1st one west of E. C. Wells.
- 197 2nd one " " " "
- 198 3rd " " " "
- 199 2nd " east " " "
- 200 1st " " " "
- 201 Near E. F. Collins'. *W B Carlson*
- 202 In front of E. F. Collins'.
- 203 1st light west of E. F. Collins'.
- 204 In front of E. Smith's house. *W B Carlson*.
- 205 1st light west of E. C. Smith's res.
- 206 1st light east of L. Finn's.
- 207 In front of E. L. Finn's. barn.
- 208 Last light on the road.

Lyman St.

- 209 Last light on this road near C. H. Newton's res.

2 lights also

## Boston Road-Fayville.

16.00

210 1st light from A. S. Allen's res.  
 211 2nd " " " " "  
 212 3rd " " " " " near filter bed.  
 213 1st light east of filter bed.  
 214 2nd " " " " opp. tel. pole #722.  
 215 3rd " " Allen's " " " 917.  
 216 4th " " " " " " " 716.  
 217 Corner of Boston Rd. and Fayville Rd.  
 218 1st light west of H.P. Onthank's res.  
 219 Near res. of H. P. Onthank.  
 220 Near the corner of Boston & Southboro Rds.  
 221 1st light west from the brook.  
 222 Near the Fayville Dam Road.  
 223 1st light east of Fayville Dam Road.  
 224 Last light on this road.

Main St. 15.78

225 4th pole east of #1-T.P. Lindsey's res.  
 226 Opp. Mrs. Kidders res.  
 227 Cordaville Road-Near the Howard Place.  
 228 Framingham Rd.-Cor. of Cross St.  
 229 Boston Road-2nd pole east of #50 at west end of causeway.  
 230 Southville Rd-2 poles west of #131 at School House.  
 231 " 2 " east " #130 " Catholic Church.  
 232 Off Cordaville Rd. opp. E. L. Mitchell's res.  
 233 Middle Road-Near Hutt's res.  
 234 Parkerville Road-Near Emerson's res.  
 235 Cherry St.-Near St. Antonio's.  
 236 Cor. Marlboro Rd. & Acre Bridge Rd.  
 237 Central St. near F. Well's res.  
 238 Winchester St. near Gould's barn.  
 239 Cor. Winchester Upland Sts.

30. 1911

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MARLBOROUGH ELECTRIC CO.

MARLBOROUGH, MASS.

OFFICE AND SHOW ROOM

139 MAIN STREET

C. S. DAVIS, GENERAL MANAGER

May 13, 1910.

Mr. F. D. Newton, Chairman,  
Southboro, Mass.

Dear Sir:-

Correcting the information given you in our office this afternoon regarding the number and price of street lights in Southboro, Fayville, Southville and Cordaville, desire to state that the following is a correct statement of the street lights installed at the present time:-

Southboro-----	105	lights-----	\$15.75	each per year.
"	16	"	18.00	" " " Flagg Road
	5	"	Free.	
Fayville-----	50	"	18.00	" " "
Cord. & Sthville	63	"	18.00	" " "
C. F. Choate Jr.	I	"	15.75	" " "
Mrs. S.C. Sears	<u>I</u>	"	18.00	" " "

*241*  
Trusting this will be satisfactory, we remain,

Very truly yours,

Marlborough Electric Co.,

By *C. S. Davis*  
General Manager.

MARLBOROUGH ELECTRIC CO.

MARLBOROUGH, MASS.

OFFICE AND SHOW ROOM

139 MAIN STREET

C. S. DAVIS, SUPERINTENDENT

Jan. 15-1910.

Mr. F. D. Newton, Chairman,  
Southboro, Mass.

Dear Sir:-

Enclosed please find list of the new street lights which we put in during 1909.

Kindly attach these to the list you already have.

Trusting this will be satisfactory, we remain,

Very truly yours,

Marlborough Electric Co.,

By *C. S. Davis*  
General Manager.

Boston, March 25th, 1926

TOWN OF SHOUTHBORO

LEGAL MATTERS PENDING

IN GENERAL

SEALEY VS. TOWN OF SOUTHBORO:

This suit was brought against the Town in the Superior Court in Worcester for \$2500. damages to the blacksmith shop on account of grading up the road, etc. Since Mr. Sealey's death I have had conferences with Rice, attorney of record, and with Mayor Temple, the Executor of the Estate. At the last check-up on the matter, in early March, no suggestion of death had been filed in court and from my last talk with Temple I feel pretty certain that I can settle the matter as soon as I have a chance to go over the evidence and legal situation with him. I told him I would go up to Marlboro and talk it over with him, shortly.

PETITION OF JOHN A. HUNT AND GERTRUDE M. HUNT in the Mass. Land Court with respect to land in Cordaville on Southville Road.

According to my memoranda, except perhaps for laying of certain pipes, etc. the Town was not interested in this matter. I think it can be wiped off the slate.

ESTATE OF ADDINGTON M. BRIGHAM, of Marlboro.

This was probated in Middlesex County and represented insolvent. I didn't discover any claims of the Town outstanding against this estate, so I pursued it no further.

RE. MARLBORO ELECTRIC LIGHT CO. RATES.

In accordance with the vote of the Town, and later at the suggestion of the Selectmen, last year, I got into communication with the various Towns using light and power from the Marlboro Electric Light Co. This first step was necessary for it is rather too expensive a procedure for one town to tackle alone. Westboro approved going ahead and I suggested an article for their warrant. Marlboro also agreed to proceed. I have not heard from the others.

The next step required making investigations to determine whether to file a petition for reduced rates, for it would be an unwarranted expense to go ahead without first determining, as far as possible, as to how good a case we could make out and as to whether the issue would probably be successful or not. I undertook to discover, and got together figures and rates, operation costs, etc. from other companies who either

- a - manufactured electricity
- b - distributed it
- or <sup>c</sup> - where a town made its own.

Marlboro undertook an investigation from a different angle, which I am not at liberty to disclose at present without assurance of secrecy. Some of this data we were obliged to have ready for the Town meeting of this year. Upon the result of the joint conclusion reached by the towns will be based the advice to the respective towns as to the next step in the procedure.

OVERSEERS OF THE POOR DEPARTMENT:

CITY OF WORCESTER VS. TOWN OF SOUTHBORO.

The City of Worcester brought suit in the Central District Court of Worcester against Southboro for the sum of \$500. on account of an alleged obligation of the Overseers of the Poor to the City of Worcester arising from aid furnished Catherine Rivard and Henry Rivard, the former for cash, clothing fuel, groceries, etc. and the latter for hospital care, operating fee, etc.

I have tried to convince them that the Town of Southboro was not liable but we have not yet been able to ~~in~~ effect any settlement. The facts in the situation are too long and complicated to set down except in a special report.

CITY OF CAMBRIDGE VS. TOWN OF SOUTHBORO.

This claim is in respect to one Esther Gallivan whose legal settlement, they claim, is in Southboro and who was admitted as a scarlet fever patient to the West Department of the Mass. Homeopathic Hospital the first of this year. There seems a fair chance of liability in this matter on the part of the Town.

HIGHWAY DEPARTMENT

J. E. McGRATH VS. TOWN OF SOUTHBORO:

This claim is for damage to his automobile while travelling over Edmands Road on which a stone was projecting so far above the ground that it broke the fly-wheel casing of his Chandler Sedan. He had a mechanic come out and repair the car so that it could be driven. He then drove it to a garage and had a new casing put on and later on turned in his car. He is willing to settle for \$25., and I think his bill ought to be paid, for I think the Town is clearly liable. Ullman dug out and removed the stone to prevent further damage. McGrath is a good, fair minded citizen but he will probably go ahead with his suit if we don't settle, in which case, in my opinion, it will cost the Town more than double the amount of his claim.

RE. ARLINGTON A. WYLDE VS. TOWN OF SOUTHBORO.

He lives on the Marlboro Road and claims damage to his garage, garden and cellar due to our road construction. On Jan. 8th, 1926 I wrote to John E. Rice, his attorney, setting out our opinion to the effect that the Town was not liable in this case. I haven't heard anything further on it since and my guess is that they will drop the matter without further trouble.

RE. ELIOT N. JONES OF BOSTON VS. TOWN OF SOUTHBORO.

This was another automobile damage case on the road leading from Marlboro to Nobscot. A stone projects from the bank on the southerly side of the highway and although it was more or less obscured by a growth of grasses and shrubs, I think it could be seen by a careful driver who turned out at that spot to pass another vehicle. I have a photograph of the road, the stone and the surrounding growth and I think we can escape liability on this claim. I have written Messrs. Stone & Jones, attorneys for the plaintiff, my opinion in the matter and I rather doubt if they bring suit although I have no assurance on this.

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Under the head of general matters I should have mentioned the New England Tel. & Tel. Co. matter, to say briefly that after the decision of the Public Utilities Board we had various meetings, conferences, etc. in regard to appealing the matter, and during the early part of this year I had conferences with E. Mark Sullivan, Matt Jones, President of the New Eng. Tel. & Tel. Co., and correspondence with Walter S. Gifford, President of the American Tel. & Tel. Co. in New York. The net result of which is that I feel convinced that the New England Tel. & Tel. Co. will not be cut down further on an appeal from the \$1,200,000 per annum cut made by the Public Utilities Board on the second petition filed by the New Eng. Tel. & Tel. Co. The matter is now before the Interstate Commerce Commission in which relation and petition I didn't join because of my opinion as expressed above. The plan is to have the various cities and towns contribute to the general expense, amounting to some \$60,000. but we, and some others, have done our share so have no obligation to contribute to the general pot.